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10 Defendant, *in pro se*

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 Kaplan, Inc.,

14 Plaintiff,

15 v.

16 Carlos Ocampo, et al.,

17 Defendants.

Case No. CV10-2461 ODW
(VBKx)

PERMANENT INJUNCTION AND
DISMISSAL WITH PREJUDICE

18 The Court, having read and considered the Joint Stipulation for Permanent
19 Injunction and Dismissal with Prejudice that has been executed by Plaintiff Kaplan,
20 Inc. ("Plaintiff") and Defendant Carlos Ocampo ("Defendant") in this action, and
21 good cause appearing therefore, hereby:

22 ORDERS that based on the Parties' stipulation and only as to Defendant, his
23 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
24 within action as follows:

25 1) This Court has jurisdiction over the parties to this action and over the subject
26 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15
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1 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly
2 made against Defendant.

3 2) Plaintiff is the owner of all rights in and to the copyright and trademark
4 registrations listed in Exhibits A and B attached hereto and incorporated herein by
5 this reference (collectively referred to herein as “Plaintiff’s Properties”).

6 3) Defendant has made unauthorized uses of Plaintiff’s Properties or
7 substantially similar likenesses or colorable imitations thereof.

8 4) Defendant and his agents, servants, employees and all persons in active
9 concert and participation with him who receive actual notice of the Injunction are
10 hereby restrained and enjoined from:

11 a) Infringing Plaintiff’s Properties, either directly or contributorily, in any
12 manner, including generally, but not limited to manufacturing, importing,
13 distributing, advertising, selling and/or offering for sale any unauthorized
14 product which features any of Plaintiff’s Properties (“Unauthorized
15 Products”), and, specifically from:

16 i) Importing, manufacturing, distributing, advertising, selling and/or
17 offering for sale the Unauthorized Products or any other unauthorized
18 products which picture, reproduce, copy or use the likenesses of or bear
19 a substantial similarity to any of Plaintiff’s Properties;

20 ii) Importing, manufacturing, distributing, advertising, selling and/or
21 offering for sale in connection thereto any unauthorized promotional
22 materials, labels, packaging or containers which picture, reproduce,
23 copy or use the likenesses of or bear a confusing similarity to any of
24 Plaintiff’s Properties;

25 iii) Engaging in any conduct that tends falsely to represent that, or is
26 likely to confuse, mislead or deceive purchasers, Defendant’s customers
27 and/or members of the public to believe, the actions of Defendant, the
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1 products sold by Defendant, or Defendant himself is connected with
2 Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated
3 with Plaintiff;

4 iv) Affixing, applying, annexing or using in connection with the
5 importation, manufacture, distribution, advertising, sale and/or offer for
6 sale or other use of any goods or services, a false description or
7 representation, including words or other symbols, tending to falsely
8 describe or represent such goods as being those of Plaintiff.

9 5) Each side shall bear its own fees and costs of suit.

10 6) Except as provided herein, all claims alleged in the First Amended Complaint
11 are dismissed with prejudice.

12 7) This Injunction shall be deemed to have been served upon Defendant at the
13 time of its execution by the Court.

14 8) The Court finds there is no just reason for delay in entering this Injunction
15 and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
16 immediate entry of this Injunction against Defendant.

17 9) The Court shall retain jurisdiction of this action to entertain such further
18 proceedings and to enter such further orders as may be necessary or appropriate to
19 implement and enforce the provisions of this Injunction.

20 10) The above-captioned action, shall, upon filing by Plaintiff of the Joint
21 Stipulation re Entry of [Proposed] Judgment, [Proposed] Final Judgment and
22 requesting entry of judgment against Defendant, be reopened should Defendant
23 default under the terms of the Settlement Agreement.

24 11) This Court shall retain jurisdiction over the Defendant for the purpose of
25 making further orders necessary or proper for the construction or modification of this
26 permanent injunction and judgment; the enforcement hereof; the punishment of any
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1 violations hereof, and for the possible entry of a further Judgment Pursuant to
2 Stipulation in this action.

3 IT IS SO ORDERED.

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5
6 Dated: 8/13/10



Hon. Otis D. Wright II
United States District Judge

7 PRESENTED BY:

8 J. Andrew Coombs,
9 A Professional Corporation

10 By: _____
11 J. Andrew Coombs
12 Annie S. Wang
Attorneys for Plaintiff Kaplan, Inc.

13 Carlos Ocampo

14
15 By: _____
16 Carlos Ocampo
Defendant, *in pro se*

Exhibit A

Title of Work	Copyright Registration No.
Kaplan Medical USMLE Step 2 CK Lecture Notes: Internal Medicine 2008-2009 Edition	TX0006914812
Kaplan Medical USMLE Step 2 CK Lecture Notes: Obstetrics and Gynecology 2008-2009 Edition	TX0006914811
Kaplan Medical USMLE Step 2 CK Lecture Notes: Pediatrics 2008-2009 Edition	TX0006914814
Kaplan Medical USMLE Step 2 CK Lecture Notes: Psychiatry and Epidemiology & Ethics diatrics 2008- 2009 Edition	TX0006915484
Kaplan Medical USMLE Step 2 CK Lecture Notes: Surgery 2008-2009 Edition	TX0006914813
Kaplan Medical USMLE Step 2 CK Lecture Notes: Qbook 2008-2009 Edition	TX0006915482

Exhibit B

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3366941	KAPLAN (Design Plus Words)	Kaplan, Inc.
2145904	KAPLAN (Typed Drawing)	Kaplan, Inc.
3349938	KAPLAN University (Design Plus Words)	Kaplan, Inc.
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